# Case 18-11527-mdc Doc 55 Filed 03/28/19 Entered 03/29/19 01:07:29 Desc Imaged

Certificate of Notice Page 1 of 3 Eastern District of Pennsylvania

In re: Mikole Rivera Debtor Case No. 18-11527-mdc Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-2 User: John Page 1 of 1 Date Rcvd: Mar 26, 2019 Form ID: pdf900 Total Noticed: 8

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 28, 2019.

db +Mikole Rivera, 6142 Hasbrook Avenue, Philadelphia, PA 19111-5921

St. Paul, MN 55116-0408 cr

Educational Credit Management Corporation, P.O. Box 16408, St. Paul, MN 55-Philadelphia Gas Works, 800 W. Montgomery Ave., Philadelphia, PA 19122-2898 cr +Philadelphia Gas Works, +U.S. BANK NATIONAL ASSOCIATION, (TRUSTEE FOR THE P, 211 North Front Street, 14107847 Harrisburg, PA 17101-1406

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

E-mail/Text: megan.harper@phila.gov Mar 27 2019 02:39:51 City of Philadelphia, smg

City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor,

Philadelphia, PA 19102-1595

E-mail/Text: RVSVCBICNOTICE1@state.pa.us Mar 27 2019 02:39:31 smq

Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946.

Harrisburg, PA 17128-0946 +E-mail/Text: usapae.bankruptcynotices@usdoj.gov Mar 27 2019 02:39:44 U.S. Attorney Office, smg c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404

+E-mail/PDF: gecsedi@recoverycorp.com Mar 27 2019 02:45:31 Synchrony Bank, cr c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 4

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 28, 2019 Signature: /s/Joseph Speetjens

#### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 26, 2019 at the address(es) listed below:

KERI P EBECK on behalf of Creditor Regional Acceptance Corporation kebeck@bernsteinlaw.com, DMcKay@bernsteinlaw.com

LEON P. HALLER on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION ET AL. lhaller@pkh.com, dmaurer@pkh.com;mgutshall@pkh.com

MICHAEL A. CATALDO2 on behalf of Debtor Mikole Rivera ecf@ccpclaw.com, igotnotices@ccpclaw.com MICHAEL A. CIBIK2 on behalf of Debtor Mikole Rivera ecf@ccpclaw.com, igotnotices@ccpclaw.com on behalf of Creditor Philadelphia Gas Works pearl.pham@pgworks.com PEARL PHAM

REBECCA ANN SOLARZ on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION ET AL.

bkgroup@kmllawgroup.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 8

### IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Mikole Rivera  Deb	CHAPTER 13
U.S. BANK NATIONAL ASSOCIA (TRUSTEE FOR THE PENNSYLV. HOUSING FINANCE AGENCY) Moy vs.	NO. 18-11527 MDC
Mikole Rivera  Deb	or 11 U.S.C. Section 362
William C. Miller Esq.	tee

#### **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$5,807.70, which breaks down as follows;

Post-Petition Payments:

August 2018 to October 2018 at \$668.00/month

November 2018 to March 2019 at \$653.00/month August 2018 to February 2019 at \$15.95/month

Late Charges: Suspense Balance:

\$588.00

Fees & Costs Relating to Motion:

\$1,031.00

- **Total Post-Petition Arrears**
- \$5,807.70
- 2. The Debtor shall cure said arrearages in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file a motion to Amend her Chapter 13 Plan to include the post-petition arrears of \$5,807.70.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$5,807.70 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- Beginning with the payment due April 1, 2019 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$653.00 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

Should Debtor provide sufficient proof of payments made, but not credited (front & 4. back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

In the event the payments under Section 3 above are not tendered pursuant to the 5. terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

If the case is converted to Chapter 7, Movant shall file a Certification of Default 6. with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

If the instant bankruptcy is terminated by either dismissal or discharge, this 7. agreement shall be null and void, and is not binding upon the parties.

The provisions of this stipulation do not constitute a waiver by Movant of its right to 8. seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

The parties agree that a facsimile signature shall be considered an original signature. 9.

February 27, 2019 Date:

By: /s/ Rebecca A. Solarz, Esquire

Attorney for Movant

Michael A. Cataldo, Esquire

Attorney for Debtor

William C. Milter, Esquire

Chapter 13 Trustee

March

Approved by the Court this 26th day of

2019. However, the court

retains discretion regarding entry of any further order.

Bankruptcy Judge

Magdeline D. Coleman

trustee rights or remedies \*without prejudice to any